

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

AMAZON.COM, INC., a Delaware corporation,

Petitioner,

v.

KATRINA DEUTSCH BOWSER, an individual,
d/b/a VMERICA TRADING,

Respondent.

No. _____

AMAZON'S PETITION TO
CONFIRM ARBITRATION AWARD

Pursuant to the Federal Arbitration Act ("FAA"), 9 U.S.C. § 9, Petitioner Amazon.com, Inc. ("Amazon") seeks an order from this Court confirming the arbitration award issued and signed by Arbitrator Ramina Dehkhoda-Steele on June 14, 2019 (the "Award") against Respondent Katrina "Deutsch" Bowser, d/b/a Vmerica Trading ("Respondent" or "Bowser"), and further requests that the Court direct the Clerk to enter judgment against Respondent consistent with that award pursuant to 9 U.S.C. § 13.

I. INTRODUCTION

1. Third-party sellers on the Amazon marketplace may not force Amazon to incur attorneys' fees and costs defending frivolous or misleading claims. Such abuse of the legal process has consequences. Through this petition, Amazon seeks to confirm an arbitrator's

1 award of attorneys' fees and costs against a third-party seller who brought frivolous claims
2 against Amazon while concealing her identity and her role in fraudulent conduct.

3 2. Last year, the Federal Trade Commission levied a \$102 million fine against the
4 operators of a scam consulting service known as "FBA Stores." The central figures in the FBA
5 Stores scheme were two brothers—Chris and Adam Bowser. The Bowsers touted their own
6 alleged success as third-party sellers on Amazon and falsely claimed Amazon endorsed their
7 services. In reality, FBA Stores had no association with Amazon and duped sellers into paying
8 tens of thousands of dollars for sham trainings where the Bowsers instructed sellers to violate
9 their contract with Amazon.

10 3. Respondent pursued arbitration against Amazon under the name "Katrina
11 Deutsch" on behalf of the seller account named "Vmerica Trading." The claim was premised
12 on the allegation that Amazon wrongfully blocked the Vmerica Trading account based on
13 Amazon's conclusion that the account was associated with FBA Stores. Respondent alleged
14 she was a victim of FBA Stores, not a participant in the fraud.

15 4. But that proved false. "Katrina Deutsch" is actually Katrina Bowser, and she is
16 married to FBA Stores co-founder Chris Bowser. In fact, Ms. Bowser's brother-in-law and the
17 other FBA Stores co-founder, Adam Bowser, communicated with Amazon on behalf of the
18 Vmerica Trading seller account. The FTC required the Bowsers to forfeit all interest in the
19 bank account associated with "Vmerica, Inc.," and yet, Respondent hid her identity in attempt
20 to compel release of funds to that bank account through the arbitration.

21 5. After Amazon revealed Respondent's deception, and she realized Amazon had
22 uncovered her fraud, she withdrew the claim (which sought more than \$180,000), but not
23 before forcing Amazon to incur thousands of dollars in attorneys' fees and arbitration costs.

24 6. The arbitrator concluded that Respondent acted "in bad faith by attempting to
25 hide her true identity," and found that her claim "was in fact frivolous." As a result, the
26 arbitrator awarded Amazon \$27,001.08 in fees and costs. Amazon now asks the Court to
27 affirm the arbitrator's award of fees and costs for defending the frivolous, bad-faith claim.

II. THE PARTIES

7. Petitioner is a Delaware corporation with its principal place of business in Seattle, Washington.

8. Respondent is an individual who, on information and belief, resides in New York, New York.

III. JURISDICTION AND VENUE

9. This Court has subject matter jurisdiction and personal jurisdiction over Respondent pursuant to 9 U.S.C. § 9, because the Award giving rise to this Petition was issued in Seattle, Washington less than one year before this Petition is being filed, and notice of this Petition is being served upon Respondent.

10. Additionally, the Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1332 because this is an action between citizens of different states and the amount in controversy in the underlying arbitration exceeds \$75,000, exclusive of interest and costs.

11. Venue is proper under 28 U.S.C. § 1391(b)(2) and 9 U.S.C. § 9 because the Award giving rise to this Petition were issued in Seattle, Washington.

IV. FACTS

12. On September 9, 2018, Respondent filed a demand for arbitration (the “Demand”) with the American Arbitration Association (the “AAA”), entitled *Katrina Deutsch d/b/a Vmerica Trading v. Amazon.com, Inc.*, Case No. 01-18-0004-1017. See Declaration of Robert Miller (“Miller Decl.”) ¶ 2, Ex. A.

13. On December 19, 2018, the AAA duly appointed Ramina Dehkhoda-Steele as the Arbitrator in this matter.

14. The Demand alleged that Amazon wrongfully suspended Respondent’s multiple third party seller accounts for various alleged violations of Amazon selling policies. *Id.*

15. Through the Demand, Respondent asserted claims for breach of contract, conversion, and an equitable claim for money had and received, seeking damages of \$183,000, in addition to fees and costs. *Id.*

16. On May 22, 2019, Respondent, through her counsel, withdrew her Demand.

17. On June 7, 2019, the parties filed briefing on the issue of attorney fees and costs.

18. On June 14, 2019, Arbitrator Dehkhoda-Steele signed and issued a Final Award of Arbitration (“Award”). Miller Decl. ¶ 3, Ex. B. Arbitrator Dehkhoda-Steele found that, while Respondent brought the arbitration under the name Katrina Deutsch, “Katrina Deutsch is actually Katrina Bowser.” *Id.* at 4. The arbitrator found that Respondent “brought [the] action in bad faith by attempting to hide her true identity,” and further “that the claim brought by [Respondent] was in fact frivolous.” *Id.* at 5. Arbitrator Dehkhoda-Steele ordered that Respondent shall compensate Amazon for attorney fees, administrative fees, and arbitrator compensation for a total amount of \$27,001.08 pursuant to RCW 19.86.090. *See id.*

19. The Award has not been vacated under 9 U.S.C. § 10 or modified or corrected under 9 U.S.C. § 11.

20. Pursuant to 9 U.S.C. § 9, Amazon brings this action within one year of the Award made on June 14, 2019.

V. COUNT ONE (Confirmation of Arbitration Award)

21. The FAA authorizes a party to an arbitration agreement to apply for an order confirming the arbitration award “any time within one year after the award.” 9 U.S.C. § 9. “[T]he court *must* grant such an order unless the award is vacated, modified, or corrected as prescribed in sections 10 and 11 of this title.” *Id.* (emphasis added).

22. Respondent has not sought to vacate, modify, or challenge the Award. Therefore, the limited statutory grounds under 9 U.S.C. §§ 10 and 11 are not present here.

23. The Court should confirm the Award without further inquiry because “confirmation is required even in the face of ‘erroneous findings of fact or misinterpretations of law’ ... [and even if] the Panel may have failed to understand or apply the law.” *French v. Merrill Lynch, Pierce, Fenner & Smith, Inc.*, 784 F.2d 902, 906 (9th Cir. 1986) (citations omitted).

24. Amazon is entitled to confirmation of the Award, along with entry of judgment in conformity with the Award. A proposed order to this effect is attached.

VI. PRAYER FOR RELIEF

Amazon respectfully requests that this Court:

A. Issue an Order pursuant to 9 U.S.C. § 9 confirming the Award, attached as Exhibit B to the Declaration of Robert Miller;

B. Direct the Clerk to enter Judgment in favor of Amazon against Respondent as set forth in the Award;

C. Retain jurisdiction for the purposes of conducting post-judgment discovery and supplemental proceedings in aid of judgment or execution pursuant to Federal Rule of Civil Procedure 69(a); and

D. Grant such other and further relief as the Court deems just and proper.

DATED this 12th day of August, 2019.

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